

§ 1274.932

(a) For payment through FEDLINE, the Recipient shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communication System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Recipient shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Recipient is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Recipient, during the performance of this cooperative agreement, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Recipient official authorized to provide it, as well as the Recipient's name and contract number.

(e) Failure to properly designate a financial institution or to provide appropriate

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payee bank account information may delay payments of amounts otherwise properly due.

[End of provision]

§ 1274.932 Retention and examination of records.

RETENTION AND EXAMINATION OF RECORDS

October 2000

Financial records, supporting documents, statistical records, and all other records (or microfilm copies) pertinent to this cooperative agreement shall be retained for a period of 3 years, except that records for non-expendable property acquired with cooperative agreement funds shall be retained for 3 years after its final disposition and, if any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final invoice. The Administrator of NASA, the Comptroller General of the United States, the Office of Inspector General, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the Recipient and of subcontractors to make audits, examinations, excerpts, and transcripts. All provisions of this clause shall apply to any subcontractor performing substantive work under this cooperative agreement.

[End of provision]

§ 1274.933 Summary of recipient reporting responsibilities.

SUMMARY OF RECIPIENT REPORTING RESPONSIBILITIES

October 2000

This cooperative agreement requires the recipient to submit a number of reports. These reporting requirements are summarized below. In the event of a conflict between this provision and other provisions of the cooperative agreement requiring reporting, the other provisions take precedence.

[The Grant Officer may add/delete reporting requirements as appropriate.]

Report	Frequency	Reference
Report of Joint NASA/Recipient Inventions.	As required	§ 1274.911 Patent Rights (Paragraph (b)(4)).
Interim Report of Reportable Items.	Every 12 months	Patent Rights—Retention by the Recipient (Large Business) (Paragraph (e)(3)(i)).
Final Report of Reportable Items.	3 months after completion	§ 1274.912 Patent Rights—Retention by the Recipient (Large Business) (Paragraph (e)(3)(ii)).
Disclosure of Subject Inventions	Within 2 months after inventor discloses it to Recipient.	Patent Rights—Retention by the Recipient (Large Business) (Paragraph (e)(2)) or § 1274.913 Patent Rights—Retention by the Recipient (SmallBusiness) (Paragraph (c)(1)).

Report	Frequency	Reference
Election of Title to a Subject Invention.	1 year after disclosure of the subject invention if a statutory bar exists, otherwise within 2 years.	Patent Rights—Retention by the Recipient (Small Business) (Paragraph (c)(2)).
Listing of Subject Inventions	Every 12 months from the date of the agreement.	Patent Rights—Retention by the Recipient (Small Business) (Paragraph (f)(5)(i)).
Subject Inventions Final Report	Prior to close-out of the agreement.	§ 1274.913 Retention by the Recipient (Small Business) (Paragraph (f)(5)(ii)).
Notification of Decision to Forego Patent Protection.	30 days before expiration of the response period.	Patent Rights—Retention by the Recipient (Small Business) (Paragraph (f)(3)).
Notification of a Subcontract Award.	Promptly upon award of a subcontract.	Patent Rights—Retention by the Recipient (Large Business) (Paragraph (g)(3)) or § 1274.913 Patent Rights—Retention by the Recipient (Small Business) (Paragraph (g)(3)).
Utilization of Subject Invention	Annually	Patent Rights—Retention by the Recipient (Small Business) (Paragraph (h)).
Notice of Proposed Transfer of Technology.	Prior to transferring technology to foreign firm or institution.	§ 1274.915 Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions (Paragraph (b)).
Progress Report	60 days prior to the anniversary date of the agreement (except final year).	Publications and Reports: Non-Proprietary Research Results (Paragraph (d)(1)).
Summary of Research	90 days after completion of agreement.	Publications and Reports: Non-Proprietary Research Results (Paragraph (d)(2)).
NASA Form 1018 Property in the Custody of Contractors.	Annually by October 31	Equipment and Other Property (Paragraph (g)).
NASA Form 1018 Property in the Custody of Contractors.	60 days after expiration date of agreement.	Equipment and Other Property (Paragraph (g)).

[End of provision]

§ 1274.934 Safety.

SAFETY

October 2000

(a) The Recipient shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this grant or cooperative agreement. The Recipient shall comply with all applicable federal, state, and local laws relating to safety. The Recipient shall maintain a record of, and will notify the NASA Grant Officer of any accident involving death, disabling injury or substantial loss of property in performing this grant or cooperative agreement. The Recipient will advise NASA of hazards that come to its attention as a result of the work performed.

(b) Where the work under this grant or cooperative agreement involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by the recipient. Compliance with this provision by subcontractors shall be the responsibility of the Recipient.

[End of provision]

APPENDIX TO PART 1274—LISTING OF EXHIBITS

EXHIBIT A TO PART 1274—CONTRACT PROVISIONS

All contracts awarded by a recipient, including small purchases, shall contain the following provisions if applicable:

1. *Equal Employment Opportunity.* All contracts shall contain a provision requiring compliance with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Chapter 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. *Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).* All contracts in excess of \$50,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each recipient or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to NASA.

3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333).* Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$50,000 for other contracts, other than contracts for commercial items, that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work